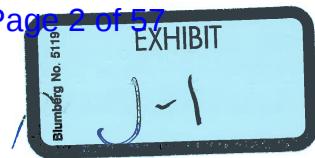


EXHIBIT 2

(Collective Bargaining Agreement)



**AGREEMENT BETWEEN
CORNELL UNIVERSITY
AND
TOMPKINS-CORTLAND COUNTIES
BUILDING TRADES COUNCIL,
MAINTENANCE DIVISION
JULY 1, 2021—JUNE 30, 2026**

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ARTICLE 1
RECOGNITION

This Agreement is between Cornell University, hereinafter referred to as the Employer, and Tompkins-Cortland Counties Building Trades Council, Maintenance Division, hereinafter referred to as the Union. The local unions which are members of the Tompkins-Cortland Counties Building Trades Council, Maintenance Division are the following:

- Local #241 - International Brotherhood of Electrical Workers
- Local #81 - United Association of Plumbers and Steamfitters
- Local #277 - North Atlantic States Regional Council of Carpenters
- Local #3NY - Bricklayers & Allied Craftworkers
- Local #178 - IUPAT Painter District Council No. 4
- Local #112 - SMART Twin Tier Sheet Metal Workers
- Local #785 - Laborers International Union of North America

The definition of craft maintenance as applied to this agreement shall be as follows:

All work associated with the demolition, repair, replacement, improvement to or construction of equipment, buildings, structures, utilities, and/or system or components thereof. Craft maintenance for trades assistants shall be limited to work assigned to individuals employed as building trade laborers and which directly assists the craft work performed by other employees covered by this agreement; the Employer is free to assign such work; provided, however, such assignment does not fall within the craft performed by other employees covered by this agreement.

Not included in the definition is the work associated with the monitoring, tests, lubrication, and other repetitive preventive maintenance work performed by Facilities Management mechanical maintenance staff or qualified technicians of such University offices as Environmental Health & Safety, etc.

1 The University and the Union recognize and agree that high
2 standards of workmanship, efficiency, work quality and
3 productivity are in their mutual best interests. To this end the
4 Union shall meet periodically with representatives of the
5 University, and the Union and its members shall cooperate with the
6 University in identifying the means to improve both workmanship
7 and productivity.

8

9 The Employer recognizes the Union as the exclusive representative
10 for electricians and lineworkers, painters, plumbers, steamfitters,
11 controls mechanics, welders, refrigeration mechanics, carpenters,
12 masons, sheet metal workers; and, building trade laborers,
13 including journeypersons, apprentices and temporary employees
14 (except temporary student trades assistants whom the Employer is
15 free to hire as it deems necessary provided no regular building
16 trade laborer is on lay off status under this Agreement) in such
17 jobs, but excluding supervisors, all other employees for the
18 purpose of collective bargaining in respect to rates of pay, wages,
19 hours of employment and other conditions of employment. Any
20 and all such employees shall receive at least the minimum wages
21 and work under the conditions of this Agreement.

22

This Agreement shall be effective at Cornell University in Ithaca,
23 New York, and shall include the University facilities in Tompkins
24 County, New York, and cover craft maintenance performed at the
25 University.

26

ARTICLE 2 DURATION OF AGREEMENT

27

28

29

30 This Agreement shall be effective July 1, 2021 and shall continue
31 in effect until June 30, 2026 at midnight, and shall be
32 automatically renewed from year to year thereafter unless at least
33 ninety (90) days prior to any termination either party serves written
34 notice of termination on the other. If either party wishes to modify
35 the contract for the next contract period, it will give at least ninety
36 (90) days notice prior to the expiration of the contract indicating

1 the Article(s) and Section(s) to be discussed, and negotiations will
2 commence not less than sixty (60) days prior to the expiration of
3 the contract. It is agreed that negotiation will be conducted on
4 Cornell time limited to one person from each shop. If the parties
5 are unable to reach an agreement on any changes or modifications
6 to this Agreement, by the last day of June or the anniversary date
7 of this Agreement, both parties shall use the State and/or Federal
8 Mediation Service, to reach a settlement of the differences.
9 However, by mutual consent of both parties the agreement to use
10 the mediation services mentioned above may be stayed for a period
11 not to exceed ten (10) days.

ARTICLE 3 NO STRIKE/NO LOCKOUT

16 Except as otherwise provided for in this Agreement or as provided
17 for by law, the Union will not strike during the term of this
18 Agreement.

20 It is understood that it is the right of the individual employee of the
21 bargaining unit to respect the picket line of any of the local unions
22 who are members of the Tompkins-Cortland Building Trades
23 Council. This understanding in no way diminishes the obligation
24 of employees to perform emergency work as mutually agreed to by
25 the Union represented by the President of the Building Trades (or
26 designee) and the University representative.

28 Otherwise, the Union will not authorize, engage in, encourage or
29 condone any picketing, demonstration, slowdown, interruption of
30 work, concerted failure to report to work or any other action by
31 employees of the bargaining unit, other unions or other groups of
32 employees which might in any way interrupt or interfere with the
33 operations of the University for any purpose or reason whatsoever
34 for the term of this Agreement. The Union shall take affirmative
35 action to abide by these provisions. If an individual employee
36 participates in any of the prohibited activities listed above, that
37 employee's lost time shall be unpaid time.

Nothing in this Article shall preclude the University from seeking legal or other redress of the Union, or legal or other redress of any individual for damage to or loss of University property, nor Nothing in this Article shall preclude the Union from seeking legal redress as appropriate under law should the University violate state or federal laws.

The University shall not lock out the bargaining unit members during the term of this Agreement.

ARTICLE 4

DISCIPLINE & DISCHARGE

The University and the Union agree to a procedure of progressive discipline. The parties adhere to the principle that discipline has the objective of improving the future performance of the employee. No employee shall be disciplined without just cause.

The steps in the procedure of progressive discipline shall include oral warnings, written warnings, suspensions and terminations. Disciplinary penalties, however, shall correspond to the severity of the matter. Performance appraisals will not be utilized as a step of progressive discipline.

In imposing discipline on a current charge, the University will not take into account any prior infractions that occurred more than eighteen months (18) prior to the date of the current infraction. The life of discipline may be extended by mutual agreement of the University and the Union.

ARTICLE 5

GRIEVANCE PROCEDURE

The purpose of this Article is to establish procedures for the processing and settlement of grievances. All grievances shall be handled and disposed of solely in accordance with the procedures prescribed in this Article.

1 **Uniform Provisions for Grievance Procedures**

- 2 • Grievance meetings will be held to coincide with the
3 grievant's working hours, whenever possible.
- 4 • Employees will only be paid for the time spent in attending
5 grievance hearings when such time coincides with their
6 regularly scheduled working hours.
- 7 • When the shop representative first becomes involved with the
8 grievance, he/she and the employee may meet for up to thirty
9 (30) minutes prior to either the Step 1 or Step 2 hearing.
10 Such time shall be paid time.
- 11 • In no instance shall a grievance be filed after ten (10)
12 working days from the date of the condition, circumstance,
13 occurrence or knowledge of the occurrence which gives rise
14 to the grievance. Working day within the meaning of this
15 Article is defined as Monday through Friday, excluding all
16 paid holidays.
- 17 • In no instance shall a grievance be filed later than one (1)
18 calendar month following the occurrence.
- 19 • Grievance settlements shall not establish a precedent or
20 practice for either party unless mutually agreed upon.
- 21 • The Union may withdraw a grievance at any step without
22 prejudice or precedence.
- 23 • Whenever the University fails to meet the time limits
24 required in the grievance procedure, the Union may appeal
25 the grievance at issue to the next step. Whenever the Union
26 fails to meet the time limits required in the grievance
27 procedure, the grievance shall be regarded as settled on the
28 basis of the University's last response or position. Initial
29 steps and the time limits of the grievance procedure may be
30 waived by written mutual agreement of the Union and the
31 University.
- 32 • Information/Document Exchange: At any stage of the
33 grievance/arbitration procedure, a party may request, and the
34 opposing party must supply, relevant, non-confidential
35 information/documents needed to assess or present the
36 requesting party's case. The arbitrator, if appointed to hear

1 the underlying dispute, shall have the jurisdiction to enforce
2 this provision.

3

4 **Non-jurisdictional Grievances**

5 Definition: A grievance shall be defined as a claim by an
6 employee or the Union that an act or omission by the employer or
7 its agents violates a provision of this agreement.

8

9 **Informal Resolution**

10 If a regular employee has a problem in connection with his/her
11 employment he/she should discuss that concern with his/her
12 immediate supervisor as soon as possible after the problem arises.
13 The employee may bring his/her union trade representative with
14 them when they discuss the concerns with the supervisor.

15

16 **Step 1**

17 Employees shall request a meeting with the respective manager
18 and/or his/her designee to verbally present a grievance. The
19 manager or designee shall schedule the grievance meeting within
20 three (3) working days of the request. At the employee's request
21 the union trade representative shall attend the meeting.

22

23 **Step 2**

24 If there is no acceptable resolution of the grievance at Step 1 the
25 employee and/or the union trade representative and the respective
26 business agent may file a formal grievance at Step 2 within five (5)
27 working days from the date of the Step 1 meeting. A formal
28 grievance shall be written, identifying the terms of the Agreement
29 alleged to have been violated, the date of the occurrence, the
30 names of individuals involved, a brief description of the
31 occurrence and the remedy sought by the grievant. The grievance
32 shall be filed with the Human Resource Representative for
33 Facilities and Campus Services (FCS) who shall sign and date its
34 receipt.

35

36 The grievance shall be scheduled and heard, in person, within five
37 (5) working days from its receipt. A written response shall be

1 given by management to the grievant and union trade
2 representative within five (5) working days from the date of the
3 Step 2 meeting.

4

5 **Step 3**

6 In the event that the grievance remains unresolved to the
7 satisfaction of the grievant and or Union, the Union may appeal it
8 to Step 3 by filing a written appeal with the Director of Workforce
9 Policy & Labor Relations within ten (10) working days of the Step
10 2 response.

11

12 The grievance will be heard, in person, within ten (10) working
13 days from receipt of the appeal by the Director of Workforce
14 Policy & Labor Relations. The Director of Workforce Policy &
15 Labor Relations will respond to the grievance in writing within ten
16 (10) working days of the Step 3 meeting.

17

18 **Step 4**

19 When the University's Step 3 response fails to satisfy the Union,
20 the Union may demand arbitration of the matter by submitting that
21 demand in writing to the University within ten (10) working days
22 of the Step 3 response. The parties will thereafter attempt to agree
23 on a mutually acceptable arbitrator to hear and decide the matter.
24 If the parties are unable to agree on an arbitrator or in the event the
25 agreed upon arbitrator cannot or will not accept the assignment,
26 either party may request a panel of nine (9) arbitrators from the
27 Federal Mediation Conciliation Service (FMCS). The parties
28 should then strike the names and/or number their selections and
29 return the panel to the FMCS for the designation of an arbitrator. If
30 no arbitrator is selected from the first panel, the FMCS shall send
31 the parties a final panel of five (5) arbitrators. The parties will then
32 strike names, alternately, until the name of the arbitrator who is to
33 serve remains. The party who strikes first will be determined by
34 lot.

35

36 The jurisdictional authority of the arbitrator is defined and limited
37 to the determination as to whether there have been violations of the

provision or provisions of the Agreement as set forth in the written grievance; the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearings and shall be final and binding on all involved parties. Where the decision of the arbitrator includes an award for back pay, the award shall be limited to the amount of wages that the employee otherwise would have earned, less any unemployment compensation. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing(s) and shall be final and binding on all involved parties.

The cost of the arbitrator shall be borne equally between the parties to this Agreement. The parties shall bear their own expenses for arbitration and share in the arbitrator's fee and expenses equally.

Process for Jurisdictional Issues and Intra-Union and Non-Union Disputes

Definition: A jurisdictional dispute shall include a claim by the Union or one of the craft unions listed in Article 1, Recognition, that employees represented by a different labor organization were improperly assigned work that should have been assigned to employees represented by the Union or listed craft union. A grievance which alleges that the employer failed to apply terms of this agreement to any work defined as "craft maintenance" under this agreement, by assigning work to non-union personnel shall also be addressed under this procedure, as will disputes involving intra-union work assignments.

Step 1

The Union representative may file a formal grievance with the Director of Workforce Policy & Labor Relations within ten (10) working days from the date of the alleged violation. The formal grievance shall be written, identifying the terms of the Agreement alleged to have been violated, the date of the occurrence, the names of individuals involved, a brief description of the occurrence and the remedy sought by the grievant.

1 The grievance shall be scheduled and heard within five (5)
2 working days from its receipt. A written response shall be given
3 by management to the Union representative within five (5)
4 working days from the date of the Step 1 meeting.

5

6 **Step 2 - Grievance Mediation**

7 If the parties fail to resolve the dispute through the Step 1 process,
8 within twenty (20) working days from the receipt of the Step 1
9 answer, the Union may request a Federal Mediator from the
10 Federal Mediation and Conciliation Service for the purpose of
11 grievance mediation. The parties shall meet with the mediator at
12 the earliest possible date in an attempt to resolve the dispute.

13

14 **Step 3 - Arbitration**

15 If the parties fail to resolve the dispute through the Step 2 process
16 the President of the Building Trades Council may appeal the
17 grievance to arbitration by submitting an official written notice to
18 the Director of Workforce Policy & Labor Relations within thirty
19 (30) working days after the mediation meeting. The parties will
20 thereafter attempt to agree on a mutually acceptable arbitrator to
21 hear and decide the matter. If the parties are unable to agree on an
22 arbitrator or in the event the agreed upon arbitrator cannot or will
23 not accept the assignment, either party may request a panel of nine
24 (9) arbitrators from the Federal Mediation Conciliation Service
25 (FMCS). The parties should then strike the names and/or number
26 their selections and return the panel to the FMCS for the
27 designation of an arbitrator. If no arbitrator is selected from the
28 first panel, the FMCS shall send the parties a final panel of five (5)
29 arbitrators. The parties will then strike names, alternately, until the
30 name of the arbitrator who is to serve remains. The party who
31 strikes first will be determined by lot.

32

33 The jurisdictional authority of the arbitrator is defined and limited
34 to the determination as to whether there have been violations of the
35 provision or provisions of this Agreement as set forth in the written
36 grievance. The arbitrator shall have the authority to issue an
37 appropriate remedy which may include a monetary award. The

1 arbitrator shall have no power to add to, subtract from, or modify
2 any of the terms of this Agreement. The decision of the arbitrator
3 shall be based exclusively on evidence presented at the arbitration
4 hearings and shall be final and binding on all involved parties.

6 The parties shall bear their own expenses and share in the
7 arbitrator's fee and expenses equally. Each party shall be
8 responsible for the expenses of its witnesses and representatives.

ARTICLE 6

LAYOFF AND RECALL

In the event there is a reduction in force, for each affected trade, seniority will be followed on a last-in, first-out basis. Workers may be laid off out of seniority order for not more than forty (40) hours during a fiscal year from July 1 to June 30. Once a worker has been laid off for forty (40) hours the worker will not be laid off again out of seniority order. Workers may, at their own choice, use vacation time earned to maintain wages for these hours. Vacation hours used instead of reduction in force no pay status will count toward the forty (40) hours in which a worker may be laid off out of order of seniority.

24 No regular employee will be laid off for any amount of time if the
25 University has any temporary workers in that trade in the previous
26 fifteen (15) calendar days.

28 At least one (1) week notice of reduction in force will be given to
29 the President of the Tompkins-Cortland Counties Building Trades
30 Council and the Representative of the workers in the affected
31 trade(s) if the reduction is expected by the University to be five (5)
32 or more full working days. Notice to the Union shall be prior to
33 notice to the workers and will include the number of workers in
34 each affected trade to be laid off and the number of days the layoff
35 is expected to be in effect.

1 The University and the Union in applying this bona fide seniority
2 system will remain aware of their affirmative action commitment
3 under Article 29, Fair Employment Practices, of this contract.

4
5 The University has the right to retain at least one (1) apprentice in
6 each trade, or one (1) apprentice for each six (6) working
7 journeypersons or fraction thereof, whichever is larger, out of line
8 of seniority. In the event there are more apprentices in any trade
9 than the University wishes to retain under the above, such
10 apprentices will go into the seniority pool with the journeypersons.
11 No new apprentices will be added in any trade while one (1) or
12 more journeypersons is on layoff status in that trade.

13
14 The Air Conditioning/Refrigeration (ACR) Shop is not considered
15 a separate trade for the purposes of the above provisions. In the
16 ACR Shop, total continuous regular employment time with the
17 University in any shop covered by this contract as a journeyperson
18 or apprentice at Cornell shall be used to compute seniority.
19 (Workers who were transferred into ACR or who may be
20 transferred into ACR will have seniority from the date of transfer,
21 unless required by labor law to be credited with seniority from the
22 date last employed by the University as a skilled craftworker.)

23
24 Seniority for reduction in force purposes is defined, except in the
25 special cases stated above, as continuous time in the respective
26 trade as a regular employee at Cornell as a journeyperson or
27 apprentice. Breaks in service will be determined in accordance
28 with standard University policy at the time of layoff or recall. If
29 there is a need to lay off out of line with seniority to retain special
30 skills, the parties will meet to discuss such special situations.

31
32 A seniority roster will be made available once a year on April 1.
33 Changes made in the seniority roster since the prior year's posting
34 are open to challenge. Any employee who does not challenge such
35 changes in the seniority date on that roster within one (1) month of
36 the date posted shall have it considered correct.

37

1 An employee laid off for not more than two (2) consecutive full
2 pay periods will continue to accrue fringe benefits during this
3 layoff. Recall will be in inverse order of layoff. Recall rights are
4 only effective for the balance of this contract or twelve (12)
5 months, whichever is greater. If an employee who has been laid
6 off following the signing of this contract and who is recalled
7 during the life of this contract, the employee shall have the
8 employee's full accrued health and personal leave as of the date of
9 the layoff credited to the employee upon return.

10
11 An employee may be recalled out of order of inverse seniority to
12 meet a temporary situation or emergency where a particular
13 problem requires an individual with specific skills. The senior
14 employee with the specific skills will be recalled first. The
15 President of the Tompkins-Cortland Counties Building Trades
16 Council and the shop representative in the affected shop(s) will be
17 notified prior to an out of seniority order recall. The notification
18 will include the specific job and the expected duration of the
19 specific job. Should a worker feel aggrieved by an out of seniority
20 order recall, the worker may grieve under Article 5, Grievance
21 Procedure, of this contract.

22
23 Workers are responsible for keeping the department and the Union
24 informed of an address and telephone number of record where they
25 can be reached. Recall must be accomplished by telephone if
26 possible and certified mail with return receipt to the last address of
27 record. A copy of the certified letter will be sent to the President
28 of the Council and to the appropriate union trade representative. If
29 an employee fails to report to work within three (3) working days
30 of the date of receipt of the certified letter the employee shall be
31 considered to have voluntarily resigned unless physically or
32 mentally unable to report as required. If a worker maintains a
33 physical and mental inability to report, within three (3) working
34 days of notice of recall, the employee will provide the Associate
35 Vice President of Facilities Management with a specific written
36 statement from a medical doctor that the employee is unable to
37 report and giving the expected duration of such inability. The

1 employee shall have the continuing responsibility of informing the
2 department of changes in this status. In the event the employee
3 does not submit the written doctor's statement or report as required
4 the employee will be deemed to have voluntarily resigned.

5

6 **ARTICLE 7** 7 **FILLING VACANCIES (NEW EMPLOYEES)**

8
9 When new or additional employees are required, the Employer
10 shall notify the Union before hiring any applicant. The Union shall
11 then be given an opportunity to refer applicants for the vacancy,
12 provided that in such referral the Union shall not discriminate
13 against any job applicant because of membership or non-
14 membership in a local union and provided further that the
15 Employer shall retain the right to reject any applicant who, in the
16 Employer's judgment, is not suitable or qualified for the work to
17 be performed. The provisions of this Article shall not apply to the
18 appointment of temporary employees as regular full-time
19 employees, which may be made without notification to the Union.
20 A physical examination shall be required for all new employees.
21 The parties agree to meet and discuss the craft certification
22 requirements for each trade in order for the University to address
23 those qualifications and requirements in its hiring process and
24 ensure that qualified candidates are referred to the union for
25 membership.

26

27 **ARTICLE 8** 28 **UNION SECURITY**

29 All employees who are members of the Union on the effective date
30 of this Agreement shall be required to remain members of the
31 Union as a condition of employment during the term of this
32 Agreement and all employees shall be required to become and
33 remain members of the Union as a condition of employment from
34 and after the thirty-first (31) day following, (a) the date of their
35 employment, or (b) the effective date of this Agreement,
36 whichever is later.

1 The President of the Tompkins-Cortland Counties Building Trades
2 Council, Maintenance Division is the primary representative of the
3 Union. The President may delegate his/her responsibilities to other
4 union trade representatives.

6 The adjustment by union trade representatives and/or union
7 stewards of day-to-day, minor issues without the participation or
8 approval of the President of the Tompkins-Cortland Building
9 Trades Council, Maintenance Division, will not set a precedent for
10 future issues and grievances.

12 To assist the President with union representation, university trade
13 employees will serve as Stewards as follows, Lead Steward
14 Representative, Assistant Lead Steward Representative, Zone
15 Representative for each zone as designated by Facilities and
16 Campus Services (FCS) and one Steward for each trade (Trade
17 Representatives).

19 The University agrees to compensate up to fifteen (15) union
20 trades representatives for lost work time spent in scheduled
21 negotiations and quarterly meetings. Lost work time shall mean
22 only those hours the employee is regularly scheduled to work.

24 The University will notify the BTC of new full-time regular hires.
25 The Lead Steward Representative may schedule thirty (30) minutes
26 of paid time to meet with the full-time regular employees within
27 the first thirty (30) days of their employment.

ARTICLE 9 APPRENTICE TRAINING

32 The Employer agrees to participate in the Joint Apprentice
33 Selection and Training Programs which have been established for
34 the respective unions and which are in active and regular operation
35 in compliance with Federal and/or State apprenticeship standards.
36 For such programs, the Employer agrees to contribute (\$.05) per
37 hour for every hour worked by a journeyperson in the respective

1 trade covered under this Agreement into the appropriate joint
 2 apprentice training trust fund for that trade which shall be
 3 established and administered in compliance with Section 302 of
 4 the Labor Management Relations Act, 1947. Such trades shall
 5 include all those listed in Article 1, Recognition.

6
 7 No such payment shall be made, however, except on written
 8 request of the specific trade(s) involved, and only upon
 9 certification of the President of the Tompkins-Cortland Counties
 10 Building Trades Council that all of the conditions of this section
 11 have been met.

12
 13 Such funds will be paid annually on or before July 31 where they
 14 have been earned as specified in this section.

15
 16 The University agrees to provide the Union with a list of the
 17 journeypersons and their hours worked when such payment is
 18 made.

19
 20 **ARTICLE 10**
 21 **WAGES**

22
 23 Wages for each trade will be paid according to the schedule listed
 24 below.

25
 26 Building Trades Council Wage Rates 7/1/2021 - 6/30/2026

Effective	Electrician	Plumber	Bldg. Trd. Lab.	Carpenter	Painter	Mason	Sheet Metal	Bldg. Trd. Maint Asst.
7/1/2021	\$37.31	\$37.31	\$24.79	\$33.95	\$33.58	\$34.87	\$33.95	\$24.79
7/1/2022	\$38.24	\$38.24	\$25.41	\$34.80	\$34.42	\$35.74	\$34.80	\$25.41
7/1/2023	\$39.29	\$39.29	\$26.11	\$35.76	\$35.37	\$36.72	\$35.76	\$26.11
7/1/2024	\$40.47	\$40.47	\$26.89	\$36.83	\$36.43	\$37.82	\$36.83	\$26.89
7/1/2025	\$41.72	\$41.72	\$27.72	\$37.97	\$37.56	\$38.99	\$37.97	\$27.72

37 All employees will receive \$1,000 effective upon the ratification of
 38 the 7/1/21 – 6/30/26 collective bargaining agreement.

39

1 General Forepersons shall be compensated at a rate equal to one
2 hundred and twelve and one-half percent (112.5%) of the journey
3 person rate for their respective trade. The General Foreperson will
4 receive General Foreperson wages during the performance of the
5 specific job for all hours paid while in such assignment.

6
7 Forepersons shall be compensated at a rate equal to one hundred
8 and eight and one-half percent (108.5%) of the journeyperson rate
9 appropriate for their tier for the specific craft involved. A
10 foreperson is a journeyperson who has been assigned by the
11 supervisor to oversee the work of their own trade on a specific job
12 or function. Forepersons are expected to carry out the normal
13 duties of the trade. The foreperson will receive foreperson wages
14 during the performance of the specific job for all hours paid while
15 in such assignment. The foreperson will be notified of a change
16 back to the journeyperson rate by the end of their shift on the
17 workday before the change is to occur.

18
19 Any employee who is assigned, by their supervisor, to a General
20 Foreperson or Foreperson position on a temporary assignment that
21 is at least one working day, will be temporarily paid as per the
22 rates listed above.

23
24 Seniority for the purposes of this Article shall have the same
25 definition as that set forth in the sixth paragraph of Article 6,
26 Layoff and Recall.

27
28 Apprentice rates shall be paid in accordance with Appendix 1,
29 Apprentice Wages.

30 Except for Temporary Student Trades Assistants, temporary
31 workers will be hired in accordance with Article 7, and will be
32 paid at the rate, and the University shall make one contribution to
33 each Local Union on a monthly basis on their behalf to the
34 employee benefit funds in accordance with the rates, as set forth in
35 the collective bargaining agreements identified in Appendix 2 to
36 the Agreement.

1 The Union agrees to provide to the University, as soon as possible,
2 any changes in the rates of pay stipulated in construction contracts
3 in effect in the Tompkins County area.

4

5 Paydays shall be on alternate Thursdays.

6

7 **ARTICLE 11**

8 **TRANSPORTATION ALLOWANCE**

9

10 Employees who choose to regularly use their private vehicle for
11 university service shall receive one hundred eighty dollars
12 (\$180.00) bi-weekly for the life of the agreement effective the first
13 pay period in July 2021.

14

15 If an employee is required to use their personal vehicle, the
16 transportation allowance, payable biweekly, shall be as follows:
17 starting the first pay period in July 2021, one hundred eighty
18 dollars (\$180.00). This amount will change each year of the
19 Agreement as determined by the variance in the Consumer Price
20 Index-All Urban Consumers (CPI-U) as published by the United
21 States Bureau of Labor Statistics for the period June - May of the
22 preceding months. If the Consumer Price Index-All Urban
23 Consumers (CPI-U) is less than or equal to zero, the amount will
24 not change.

25

26 Employees who are absent more than five (5) consecutive working
27 days for workers' compensation or NYS disability will not be paid
28 a personal transportation allowance during that time.

29

30 Excess of the employee's primary auto insurance and subject to the
31 terms and conditions of University Policy 4.9, Legal Defense and
32 Indemnification, the University shall indemnify and hold harmless
33 and provide a legal defense to any bargaining unit employee who
34 in the course of his/her employment and while using his/her
35 personal vehicle is involved in an accident.

36

1 The University reserves the right to develop and implement
2 alternate means of transportation and has the exclusive right to
3 determine the application of the provision.

ARTICLE 12

EMERGENCY CALL BACK

8 In the event that an emergency requires calling in an employee to
9 work after they have left the premises, the employee shall be
10 compensated at a minimum of four (4) hours at time and one-half,
11 or double time for actual hours worked, whichever is greater. In
12 the event the employee works two and a half hours or more
13 between 10pm and 7:30am prior to a normal workday, the
14 employer will grant the employee one (1) hour of rest time, paid at
15 straight time, for each hour so worked. Rest time will not be
16 granted if the employee is called in after 5:30 am. By mutual
17 agreement, the employee and the supervisor can agree to the
18 employee taking the rest time at the beginning or the end of the
19 shift. In the event, the employee and the supervisor do not agree
20 on the scheduling of the rest time, the rest time will be taken at the
21 beginning of the shift.

23 In the event an emergency requires the performance of diagnostic
24 or related work by an employee who has left the premises and such
25 work can be performed without return to the premises, the
26 employee shall be compensated at a minimum of one (1) hour pay
27 or actual hours worked, whichever is greater, paid at time and one-
28 half (1 1/2).

30 General Provisions

31 In the event the emergency extends more than four (4) hours into
32 the next normal work day, then, in lieu of rest time, all emergency
33 hours worked will be paid at the rate of time and one half (1 1/2).
34 If time remains in the shift when the emergency ends, the
35 employee shall then be given rest time, paid at the straight time
36 rate, for such remaining shift hours.

Each shop/zone shall prepare a list of employees which includes their specialty skills information, a correct off-hours telephone number and their desire to work Emergency Call Back. Employees who do not wish to work Emergency Call Back will be called if no other employee is available or their special skill is required. This list will be updated once per quarter and kept on file with the EMCS service center and the FCS Customer Service Center.

This provision does not apply to any pre-scheduled or non-emergency overtime assignments.

ARTICLE 13 TOOLS AND EQUIPMENT

Employees shall provide such hand tools as are ordinarily and customarily provided by skilled tradespeople under local area union agreements for each trade. Cornell University shall be responsible for the replacement of tools that it provides but only on the presentation of the broken or worn-out tool. Recognizing that workers are normally careful with their tools but that occasional losses do occur, where a Cornell issued tool is lost and the employee has not frequently lost tools in the past, the employee's supervisor may as a matter of discretion issue a replacement tool.

Prescription Safety Glasses

The parties agree that there has been a best practice of providing an allowance for prescription safety glasses. They further agree that on a going-forward basis, such allowance shall be provided as follows: up to two-hundred-fifty dollars (\$250.00), on a bi-annual (every two years) basis, for prescription safety glasses. Appropriate documentation of purchase of such glasses is required from the employee before the allowance can be issued.

ARTICLE 14

HOURS OF WORK AND OVERTIME

The normal workweek is Monday through Friday, 7:30 a.m. - 4:00 p.m. The University has the right to alter the work schedule of any

1 employee(s) within the unit. The department shall give an
2 employee at least five (5) working days minimum notice of a shift
3 change that will last more than two (2) weeks. The department
4 shall give an employee at least forty-eight (48) hours minimum
5 notice of all schedule changes or the department will pay the
6 employee one and one-half (1-1/2) times their regular rate for all
7 hours worked during the shift for which notice was not provided.

8

9 The work week for pay purposes begins at 12:00 a.m. Thursday
10 and ends at 11:59 p.m. Wednesday and consists of five (5) work
11 days and two (2) consecutive days off unless the employee and
12 supervisor mutually agree otherwise. An employee who works a
13 schedule during a Thursday through Wednesday period which does
14 not include two (2) consecutive days off will receive four (4)
15 additional hours of pay at their regular rate. A shift consists of a
16 minimum of two (2) consecutive work days. This differential shall
17 not be considered in the computation of any premium rate and
18 shall not be paid for any hour of which overtime is paid. Article
19 12, Emergency Call Back, shall not apply when this provision is
20 used. The University will seek journeyperson volunteers to work
21 the second or third shift who are qualified to perform the necessary
22 work. If there are insufficient numbers of volunteers, the
23 University can with forty-eight (48) hours written electronic notice
24 to the president of the Union, with a copy to the business
25 representative for the employee(s) in the affected trade, assign
26 qualified journeypersons(s) to perform the work on the basis of
27 reverse seniority.

28

29 The shifts are defined for pay purposes as having the following
30 range of scheduled start times:

31

32 1st Shift: 5:30 AM – 9:30 AM.

33

34 2nd Shift: 9:31 AM – 5:29 PM. Second Shift is paid at 108%
35 regular rate.

36

1 **3rd Shift:** 5:30 PM – 5:29 AM. Third Shift is paid at 112% regular
2 rate.

4 Depending on the number of employees required, the complexity
5 or size of the project, the estimated time the work will take, and the
6 trades required to perform work during the 2nd or 3rd shift, a
7 foreperson or a general foreperson may be appointed.

9 Employee requested flextime schedules and other special
10 agreements reached between the union trade representative and
11 management related to hours of work are excluded from the terms
12 of the shift pay provisions and weekend shift pay.

14 Employees shall be paid one and one-half (1 1/2) times their
15 regular rate for all shifts on Saturday and all shifts on Sunday.

17 Hours worked in excess of eight (8) in one (1) day will be paid at
18 the rate of time and one-half (1 1/2) the employee's regular rate.

20 While the University will make every effort to accommodate an
21 employee's request to be excused, the University reserves the right
22 to require employees to work overtime.

24 Any employee required to work more than sixteen (16)
25 consecutive hours prior to a normal work day shall be entitled to
26 one hour paid rest time for each hour worked over sixteen (16).

ARTICLE 15 PAID HOLIDAYS

32 Regular full-time workers employed under this Agreement are
33 entitled to the following paid holidays or days celebrated as such
34 by Cornell:

- 36 Martin Luther King, Jr.
- 37 Memorial Day
- 38 Juneteenth

1 Independence Day
2 Labor Day
3 Thanksgiving Day
4 Friday after Thanksgiving Day
5 Winter Holiday Period (6 days)

6
7 Any vacation or health and personal leave requests will be granted
8 for the workday preceding the winter holiday period. If the
9 employee has no accrued vacation or health and personal leave,
10 this day will be granted without pay.

11
12 Requests from military veterans for leave to observe Veteran's
13 Day will be granted.

14
15 **Pay For Holiday Work**

16 Employees who are required to work on a University holiday will
17 receive pay in accordance with one of the following options:

18
19 - Employees required to work on a university holiday will be
20 paid 1.5 times their hourly rate for hours actually worked on
21 that holiday plus regular pay for the balance of the hours, if
22 any, not worked on the holiday. In addition, the employee
23 shall receive paid leave time off equal to the number of hours
24 worked on that holiday, not to exceed the employees normal
25 standard work day.

26
27 - At the discretion of the department, employees may be granted
28 straight time pay for the hours worked on that holiday plus
29 straight time pay for the balance of the workday, if any. In
30 addition, the employee shall receive 1.5 hours of paid leave
31 time for hours worked on the holiday.

32
33 - At the discretion of the department, after advanced discussion
34 with the employee, employees may receive holiday pay in lieu
35 of holiday paid leave time off. Only time worked in this
36 option shall be used for overtime purposes.

37

1 Paid leave time off will be scheduled at the mutual agreement of
 2 the employee and the supervisor, in keeping with the operating
 3 needs of the department and federal and state law. Paid leave time
 4 must be used by October 15th of the year in which it was earned
 5 unless an extension is mutually agreed to by the employee and the
 6 supervisor.

7

8 **ARTICLE 16** 9 **PAID VACATIONS**

10

11 Regular full-time workers employed under this Agreement are
 12 entitled to earn vacation under the following schedule:

Upon Completion of	Weeks Per Year
One (1) year through five (5) years of service	Two (2)
Six (6) years through ten (10) years of service	Three (3)

19

20 Upon completion of eleven (11) years of service and for each full
 21 year of service thereafter up to fifteen (15) years of service, the
 22 employee shall receive a day of paid vacation in addition to the
 23 fifteen (15) days. No employee shall earn paid annual vacation in
 24 excess of twenty (20) days.

25

26 Vacation cannot be taken before it is earned.

27

28 On the anniversary date marking completion of five (5) years of
 29 credited service at Cornell, employees shall be immediately
 30 credited with sixty (60) hours of vacation in addition to any
 31 already accrued. Employees with more than five (5) years of
 32 credited service at Cornell who transfer into the bargaining unit are
 33 not entitled to the additional sixty (60) hours of vacation. Cornell
 34 employees who transfer into the department may bring up to three-
 35 hundred-twenty (320) hours of vacation balance. Employees shall
 36 receive this additional sixty (60) hours of vacation only once
 37 during the life of their employment at Cornell. The maximum

1 accrual of vacation is three-hundred-twenty (320) hours.
2 Exceptions to the maximum accrual must be approved in advance
3 by the Associate Vice President of Facilities Management for FCS.
4 Unless an exception is approved in advance, the excess will not be
5 carried over beyond December 31st of any given year. Each year,
6 as of December 31st, leave balances that exceed the maximum will
7 automatically be adjusted to the appropriate maximum.

8

9 Vacations are to be taken at a time mutually convenient to the
10 employee and the employee's supervisor provided that each
11 employee shall have the right to schedule two (2) weeks of
12 vacation at the employee's sole discretion so long as no more than
13 one-fourth (1/4) of his shop is off work or scheduled to be off work
14 during the requested period. Such requests for vacation must be
15 made at least two (2) weeks in advance to the supervisor and will
16 be honored on a first come-first served basis.

17

18 If an employee on approved non-layoff related vacation is called in
19 to work, the employee will be paid for the vacation hours worked
20 that day at time and one-half (1 1/2) the regular straight time rate
21 instead of being paid vacation for those hours. The employee will
22 not be charged vacation for the hours worked. These premium
23 work hours will count toward time worked in the day or payroll
24 week on a straight hour for hour basis.

25

26 Workers temporarily laid off for less than six (6) months shall have
27 the option of using their accrued vacation before going on no-pay
28 status. The deferring of vacation does not extend recall rights,
29 fringe benefits, or seniority.

30

ARTICLE 17 HEALTH AND PERSONAL LEAVE

31

32 The parties adopt the University's Health and Personal Leave
33 Policy. The University shall notify the Union to discuss any plan to
34 reduce the maximum or rate of accrual.

35

36

1 **ARTICLE 18**
2 **JURY DUTY**
3

4 Regular full-time employees subpoenaed for jury duty will receive
5 compensation at their normal base rate for the actual time required
6 for jury service.
7

8 Employees serving on jury duty are expected to work during
9 normal working hours when excused from court when more than
10 one-half (1/2) day, excluding travel time from court, remains in
11 his/her work day or unless excused by his/her supervisor, i.e. more
12 than one-half (1/2) day must remain in the shift once the employee
13 arrives at the worksite from court.
14

15 An employee who works a schedule other than a normal schedule
16 of Monday through Friday who is selected for Jury Duty may
17 request a temporary schedule change. Such requests will be
18 considered on a case by case basis in keeping with business needs.
19

20 **ARTICLE 19**
21 **FUNERAL LEAVE**
22

23 Regular full-time employees shall receive a maximum of three (3)
24 days leave with pay when a death occurs in an employee's
25 immediate family. The immediate family consists of a spouse,
26 domestic partner, child, stepchild, sibling, parent, stepparent,
27 grandparent, grandchild, father-in-law, mother-in-law, son-in-law,
28 daughter-in-law, brother-in-law, or sister-in-law.
29

30 For the funeral of other relatives, a fellow employee in the
31 immediate work unit, or when serving as a pallbearer, a maximum
32 of one-half (1/2) day for a local funeral and one (1) day for an out-
33 of-town funeral may be granted with pay. In all other cases time
34 may be taken and charged to vacation time.
35

36 **ARTICLE 20**
37 **MILITARY TRAINING LEAVE**

1 Regular full-time employees who are members of the National
2 Guard, Army, Navy, Marine Corps, Coast Guard, and Air Force
3 Reserve shall be granted a military leave with pay for their annual
4 training duty for a period not to exceed 30 calendar days during
5 any one (1) year. Military orders or appropriate documentation,
6 such as a letter from the employee's Commanding Officer, must be
7 provided to the FCS Human Resources for military leave with pay.
8 A letter from the Commanding Officer should include the start date
9 for duty or drill, the expected date of return, name and telephone
10 number of the commanding officer as well as the employee's rank
11 and duty station.

12

13 ARTICLE 21 14 LEAVES OF ABSENCE WITHOUT PAY

15

16 Regular full-time employees with at least one (1) year continuous
17 service, with the approval of the Associate Vice President of
18 Facilities Management, may request a leave of absence without
19 pay in accordance with the following:

20

21 **Family Illness**

22 An employee may be granted a leave without pay for unusual
23 home conditions or family circumstances. This leave is normally
24 granted for three (3) months but in no event may it exceed one (1)
25 year.

26

27 **Educational Leave**

28 An employee may be granted a leave without pay for a formal
29 program of education; the leave for three months, renewable, and
30 not to exceed one (1) year.

31

32 **Travel**

33 An employee may be granted a leave without pay for three (3)
34 months for travel, renewable, and not to exceed one (1) year.

35

36 **Military Service Leave**

1 A regular full-time employee will be granted a leave of absence for
2 military service in accordance with a Universal Military and
3 Training Service Act of 1941, as amended. Employees on military
4 leave shall not accrue vacation or health and personal leave but
5 will accrue time toward retirement and may continue their health
6 insurance and group life insurance.

7

8 **Other**

9 An employee may be granted a leave without pay for up to one (1)
10 year for other reasons deemed appropriate by the University.

11

12 An employee returning from any of these leaves of absence, except
13 military leave, may be required to furnish a physician's statement
14 as to the employee's fitness for the performance of the employee's
15 duties prior to a return to work, and may be required to have a
16 physical examination by a University physician.

17

18 These leaves of absence, except military, will be granted with the
19 understanding that an employee will have the first consideration
20 for employment when the employee is ready to return to work.
21 There is no assurance that the employee will be reinstated in the
22 employee's former position unless such specific arrangement has
23 been made by the department at the time the leave is granted.
24 Absences beyond one (1) year will be considered a resignation,
25 except for military leaves. The periods of leave of absence will be
26 exclusive of vacation pay.

27

28 Employees on leave of absence shall not accrue vacation, health
29 and personal leave or other fringe benefits, but may continue their
30 Health Insurance and Group Life Insurance, provided premiums
31 are paid in advance by the employee at full rate. Arrangements
32 should be made to pay this in advance.

33

34 **ARTICLE 22**
35 **VOTING TIME**

36

1 Employees will be allowed time off to vote up to a maximum of
2 two (2) hours, without loss of pay, if there are not four (4)
3 consecutive hours either before or after their shift in which to vote.

4

5 **ARTICLE 23**

6 **INCLEMENT WEATHER POLICY**

7

8 Employees required to report to or remain at work when the
9 University has officially announced a delayed opening, a partial
10 closing, or a University closing for inclement weather shall be paid
11 at a rate of time and one-half (1 1/2) their regular rate for the hours
12 worked when the University is closed and shall also receive paid
13 leave time off for each such hour worked.

14

15 Employees who are not required to report to or remain at work
16 shall be paid at their regular rate for the hours scheduled that day
17 but not worked due to the closing.

18

19 Those employees on approved scheduled vacation or health and
20 personal leave during such a closing shall be charged leave time,
21 regardless of the weather conditions.

22

23 Employees who are late to work or unable to report to work due to
24 severe weather and travel conditions may charge any such lost time
25 to either accrued health and personal or vacation leave when the
26 University has remained open or make up the time within the same
27 workweek at the mutual convenience of the employee and
28 supervisor.

29

30 An employee may request to leave a work assignment early due to
31 severe weather and travel conditions. Such requests shall be
32 honored unless it would cause unreasonable hardship for the
33 University and shall not be charged as an unscheduled absence.

34

35 **ARTICLE 24**

36 **WORKER'S COMPENSATION**

1 Workers covered under this contract who lose time because of an
2 accident or illness incurred at work, will continue to receive
3 regular pay during the first thirteen (13) weeks of total temporary
4 disability. There is a waiting period for the first five (5) days
5 unless the worker is absent for more than fourteen (14) days.
6 These five (5) days may be charged against accrued health and
7 personal leave or vacation.

If the disability keeps the worker from working for more than fourteen (14) days the worker will be compensated from the first day of absence with no charge against accrued leave, vacation or overtime.

13
14 Workers disabled for more than thirteen (13) weeks will receive a
15 benefit equal to two-thirds (2/3) of the worker's average weekly
16 wage not to exceed the New York statutory rate awarded by the
17 Worker's Compensation Board for the duration of the total
18 temporary disability.

19
20 Any medical expenses incurred as a result of such injury at work
21 will be paid for by the University. The worker should not pay for
22 any such expenses from their own funds.

When a worker returns to work after an absence caused by an accident or illness the worker may be required to furnish a physician's statement as to fitness to perform usual duties. The worker may also be required to have a physical examination by a University physician.

ARTICLE 25 CLOTHING

33 The University will make a reasonable monetary reimbursement
34 for clothing rendered useless through unusual or accidental events
35 on the job. The University will not reimburse employees for
36 clothing worn out by normal wear and tear. Each case will be
37 considered on the basis of the circumstances surrounding it. In the

1 event a request for replacement is denied it may be appealed within
2 one week to the Zone Facility Director for final determination. The
3 University shall have the exclusive right to determine the
4 application of this provision in each case.

5
6 If safety shoes are required by the employer, the employee shall be
7 reimbursed by the employer for purchase(s) of up to two hundred
8 dollars (\$200.00) annually, as long as the employee provides an
9 appropriate receipt. The employee or employer may request a
10 Personal Protective Equipment assessment to be conducted by
11 either the Facilities Management Safety Manager or a
12 representative from Environmental Health and Safety to determine
13 whether safety shoes are required.

14
15 The University will provide required personal protection
16 equipment.
17
18

ARTICLE 26 VOLUNTEER FIREFIGHTERS AND EMERGENCY MEDICAL TECHNICIAN LEAVE

19
20 Volunteer firefighters and/or an Emergency Medical Technicians
21 (EMT) must validate their association with a volunteer fire
22 department and/or volunteer emergency ambulance corps upon
23 request from a supervisor.
24
25

26 In the event that a volunteer firefighter and/or an Emergency
27 Medical Technician (EMT) associated with a volunteer fire
28 company is called to a working fire or emergency during the
29 employee's actual scheduled working hours, the University shall
30 compensate the employee at the employee's regular straight time
31 hourly rate of pay only for those emergency hours which overlap
32 the employee's scheduled hours. It is expected that the employee
33 shall respond to a fire or medical emergency only when that
34 individual's services are necessary. Whenever possible, the
35 employee shall request to leave from his/her supervisor before
36 departing the work place. The employee shall not depart from
37
38

1 work knowing that such departure may cause or contribute to
2 unsafe conditions at the University or damage to University
3 property.

4
5 If after responding to a medical emergency or fire such employee's
6 service or presence is not required, the employee shall immediately
7 return to the employee's work assignment, provided there is time
8 remaining in the employee's shift.

9
10 In the event that a volunteer firefighter and/or an EMT is required
11 to respond to a working fire or emergency during the eight (8)
12 hours immediately preceding the start of the employee's shift, the
13 employee shall receive paid leave time off during the upcoming
14 shift equal to the actual time spent in resolving the emergency or
15 fire. In no event shall the employee receive paid leave time off for
16 any time greater than their shift assignment for that day.

17
18 Any hours compensated under this provision shall be counted as
19 hours paid but shall not apply to any calculations for premium pay,
20 unless otherwise provided by this Agreement. The University shall
21 pay or provide paid leave time off only for time spent when
22 responding to emergency calls or fires.

23
24 The University may designate an employee as exempt from this
25 provision if the nature of the employee's job responsibilities is such
26 that the employee's sudden absence could create hazard or unduly
27 disrupt University business. The University reserves the right to
28 verify any claim, or the length of any claim made by an employee
29 under this provision.

30
31 **ARTICLE 27**
32 **DIRECT DEPOSIT**
33

34 Bargaining unit employees are encouraged to participate in the
35 direct deposit program so long as the University payday remains
36 alternate Thursdays.

37

ARTICLE 28 OTHER BENEFITS

The University agrees to automatically extend to the Union any adjustments in the following benefits:

Air Travel

Cornell Health Care Plan (including prescription drug plan)

Contract College Health Care Plans

Cornell children's Tuition Scholarship (CCTS) Program

Group Life Insurance

Cornell Long Term Disability

Cornell University Retirement Plan (CURP)

New York State Employees Retirement System Benefits (NYSERS)

Workers' Compensation

Cornell Short Term Disability Plan

Family & Medical Leave Act

Personal Accident Insurance

Faculty & Staff Assistance Program (FSAP)

Flexible Spending Accounts

Tax Deferred Annuity (TDA) Program

Paid Holidays (Ithaca Campus)

Flexibility in the Workplace

Health & Personal Leave

Sick Leave Conversion for P

Emergency Responder Le

ARTICLE

ARTICLE 29

FAIR EMPLOYMENT PRACTICES

The employer and the Union affirm the principle of equal employment opportunity. There will be no discrimination to the extent prohibited by law with reference to terms and conditions of employment because of race, creed, color, sex, age, religion, national origin, citizenship, marital status, protected veteran's status, disability, sexual orientation or on any other basis as

1 prohibited by law, except where age or sex is a bona fide
2 occupational qualification. The Union acknowledges receipt of a
3 copy of the Employer's Affirmative Action and Workforce
4 Program and will assist in implementing said program.

5

6 **ARTICLE 30**
7 **MANAGEMENT RIGHTS**

8

9 The parties agree that operation of the University including
10 management and direction of its employees, and their work, is the
11 exclusive right of the University. Certain functions, powers and
12 responsibilities belong solely to the University, prominent among
13 which, but not wholly inclusive are: to determine the qualifications
14 for hiring, promotion and transfer; to supervise the employees; to
15 determine standards of quality and performance; to establish and
16 enforce reasonable work rules; to determine the work to be
17 performed and who is to perform it within the established craft
18 jurisdictions; to determine the hours of work, except as limited by
19 Article 14, Hours of Work and Overtime; to determine what
20 methods and equipment will be utilized together with all staffing
21 requirements; to sub-contract, or to contract out, provided that,
22 only with respect to work that falls within the jurisdiction of the
23 craft unions covered by this Agreement and that is performed
24 within the geographical limitations of the job site, the University
25 will sub-contract or contract out to sub-contractors or contractors
26 who have agreements with craft unions listed in Article 1,
27 Recognition; to terminate or divest itself of any part of the
28 University operation, temporarily or permanently; to establish rules
29 and procedures for discipline and discharge employees for just
30 cause; to establish, change, or eliminate appropriate job
31 classifications.

32

33 It is understood that all the functions, powers, and responsibilities
34 of the University are retained except those expressly modified by
35 an express provision of this Agreement.

36

1 The University must inform the Union, at least ninety (90)
2 calendar days in advance of the termination or divestment of itself
3 from any part of the University operation.

4

5 **ARTICLE 31**
6 **HEALTH AND SAFETY**

7

8 The Union recognizes that management has an obligation to
9 comply with the Occupational Safety and Health Act (OSHA).
10 Management reserves the right to reassign workers from one job
11 site to another for safety reasons and/or to avoid potential or real
12 OSHA violations. The Union acknowledges management's right
13 to establish safety programs and procedures and to take whatever
14 steps are necessary to comply with OSHA regulations.

15

16 The Union will make a reasonable effort to train employees to
17 become familiar with OSHA requirements and to report hazards to
18 their immediate supervisors.

19

20 The Union recognizes that management has an obligation to
21 comply with Federal, State, and local laws, regulations, and public
22 policies concerning energy conservation measures.

23

24 **ARTICLE 32**
25 **CLASSIFICATIONS**

26

27 The Union and the University recognize that the trades covered by
28 the Agreement offer certifications in various specialty areas. At
29 this time, the University recognizes the following specialties as
30 separate job classifications: ACR Tech, Fire Alarm Tech, Controls
31 Tech, Locksmith, Sprinkler Fitter. The University also has staff
32 position descriptions ("SPDs") for the seven (7) trades covered by
33 the Agreement: Electricians (journeyperson and apprentice),
34 Plumbers (journeyperson and apprentice), Carpenters
35 (journeyperson and apprentice), Painters (journeyperson), Masons
36 (journeyperson), Sheet Metal Workers (journeyperson) and
37 Laborers (building trade assistants.)

1 Employees who have been hired under one of the separate job
2 classifications listed above will remain in that
3 specific classification unless business needs require reassignment.
4 When business needs require reassignment, the least senior
5 member will be transferred first, unless there is a need to retain
6 special skills. Employees will not be moved for purposes of
7 discipline, unless agreed to by the University and the Union.

8

9 Employees asked to perform an assignment within their staff
10 position description will be provided training and supervision as
11 needed. If the assignment is made during an emergency, sufficient
12 training will be provided to perform the assignment safely. Until
13 sufficient training has been provided, the reassigned employee will
14 not be disciplined for performance-related issues because of lack
15 of experience, skills and/or abilities in the new assignment.

16

17 The University will consult with the Union to determine the
18 training required for an assignment within a staff position
19 description and incorporate those recommendations into any
20 training plan. Upon request, training records will be provided to
21 the Union.

22

23 **ARTICLE 33**
24 **JOINT TRAINING PROGRAM ON**
25 **REQUIREMENTS OF AGREEMENT**

26

27 The parties agree to create a training program on the requirements
28 of the Agreement that will be offered on annual basis to facilities
29 personnel in the colleges and units.

30

31 **APPENDIX 1**
32 **APPRENTICE WAGES**

33

34 An Apprentice in a particular craft shall be paid a percentage of the
35 regular full-time journeyperson rate provided under the terms of
36 this Agreement for that craft, for each credited one thousand
37 (1,000) hours of training or six (6) month period.

1 All apprentices shall be paid in accordance with the percentage
2 schedules in effect for the respective downtown trade programs.

3

4 If a current regular full-time Cornell trade laborer and maintenance
5 assistant is hired into an apprentice program, the employee's
6 current wage shall be frozen until the apprentice schedule
7 coincides with the current wage.

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APPENDIX 3

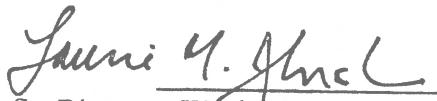
COVERAGE OF TEMPORARY TRADES UNDER UNIVERSITY POLICY 6.9: SICK LEAVE (NEW YORK STATE)

6 Pursuant to NY Labor Law §196-b, temporary workers hired in
7 accordance with this Agreement, will be eligible for New York
8 Paid Sick Leave under University Policy 6.9 Sick Leave (New
9 York State.) Temporary workers will accrue one (1) hour of paid
10 sick leave for every thirty (30) hours worked, effective July 1,
11 2021. The provision of New York Paid Sick Leave for temporary
12 workers is for compliance with New York law and does not imply
13 eligibility for any other University benefit provided under this
14 Agreement to its regular full-time employees

SIGNATURES

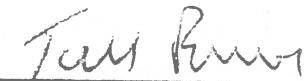
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 27th day of September, 2022.

For Cornell University

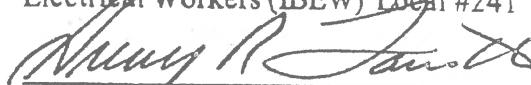


Sr. Director, Workforce Policy
Labor Relations, Cornell University

For Tompkins Cortland Counties
Building Trades Council, Maintenance Division



President, Tompkins-Cortland Building Trades
Council and International Brotherhood of
Electrical Workers (IBEW) Local #241



United Association (UA) of Plumbers
and Steamfitters, Local 81



International Union of Painters & Allied Trades
(IUPAT) District Council #4



International Union of Bricklayers & Allied
Craft (BAC) Workers Local #3 N.Y.



Laborers International Union of North
America (LIUNA), Local 785



North Atlantic States Regional Council of
Carpenters (NASRCC), Local #277



SMART Local #112, Sheetmetal Workers
International

1 **SIDE LETTER OF AGREEMENT**
2 **EMCS SHIFT DIFFERENTIAL**
3

4 Employees working the weekday rotating shift (6pm to 6am) will
5 be paid \$1.34 per hour and \$2.34 per hour for the weekend rotating
6 shift for all hours worked on the weekend.

7
8 Effective the first pay period in July of each year of this agreement
9 this amount will change as determined by the variance in the
10 Consumer Price Index-All Urban Consumers (CPI-U) as published
11 by the United States Bureau of Labor Statistics for the period June
12 - May of the preceding months. If the Consumer Price Index-All
13 Urban Consumers (CPI-U) is less than or equal to zero, the amount
14 will not change.

15
16 Management will have the right to schedule new employees hired
17 into the Controls Shop in a non-shift position for up to a maximum
18 of one year from the date of hire. Following this one year period,
19 seniority shall be respected in the determination of shift
20 assignment.

21
22 **SIDE LETTER OF AGREEMENT**
23 **LABORERS**
24

25 The contract language in Article 1, Recognition, regarding
26 jurisdiction of Trade Assistants, in no way restricts Laborers
27 International Union of North America, Local 785, from inclusion
28 in discussions and outcomes, if any, of continuing dialogue with
29 Cornell University Administration and the Iron Workers, Asbestos
30 Workers, Roofers, Sprinkler Fitters and Operating Engineers.

31
32
33 **SIDE LETTER OF AGREEMENT**
34 **WORK RULE CHANGES**
35

36 Prior to the implementation of any work rule changes affecting the
37 entire membership the University agrees to distribute such changes

1 to the Union and at the Unions request discuss and seek input
2 regarding the intended changes and modifications.

3

4

5

6 **SIDE LETTER OF AGREEMENT**
7 **FOUR TEN HOUR DAY WORK SCHEDULE**

8

9 This side letter is mutually agreed by Cornell University and the
10 Tompkins-Cortland Counties Building Trades Council,
11 Maintenance Division to implement a four ten hour day work
12 week. This agreement will begin on August 7, 2008 and will
13 extend until June 30, 2009 on a trial basis at which time either
14 party may end this agreement upon written notification to the other
15 party. If no notification is exchanged, this agreement will
16 automatically continue year by year thereafter until one party
17 provides written notification to the other terminating it.

18

19 Cornell reserves the right to select projects, work groups, and
20 individual work assignments suited to this schedule. Consistent
21 with the conditions below, the Shops management will determine
22 which trades people will work the schedule based on operational
23 needs of the University. Management reserves the right to revert
24 back to the standard eight (8) hour schedule if the four ten hour
25 schedule does not meet its business needs.

26 This four ten hour day work schedule will be implemented on a
27 voluntary basis only and only members requesting the four ten
28 schedule will be considered.

29

30 Employees requesting to work a four ten hour day work week that
31 are scheduled to work shift work will be paid in accordance with
32 Article 14, Hours of Work and Overtime, of the BTC contract.

33 The following condition will apply to those who volunteer to work
34 the four ten hour day work week. Hours worked beyond ten hours
35 per day or forty hours per week will be paid at overtime rate.
36 Health and personal leave and vacation will be debited on the basis

1 of hours absent from the scheduled shift up to a maximum of ten
2 hours of each scheduled shift. Employees scheduled to work or not
3 will be credited with eight hours of holiday pay. The eight hours
4 credited on non scheduled work day may be banked or taken at
5 straight time rate during the pay period it is earned. Should an
6 employee anticipate not accruing forty hours during a pay period
7 that includes a holiday, the employee may elect to not to be paid
8 for the full forty hours, use vacation time, paid leave time from
9 previous holiday, or may work extra hours at the discretion of
10 management to ensure forty hours of straight time pay.

11

12 **SIDE LETTER OF AGREEMENT**
13 **JOB SECURITY**

14

15 Cornell will maintain (a) the aggregate number of positions in the
16 BTC bargaining unit workforce based on 151 positions and (b) the
17 level of each trade for the duration of this contract, except for loss
18 of major external funding or closing of major facilities and /or
19 departments which results in the loss of work. Any of the
20 conditions referenced in (a) or (b) above that result in a loss of
21 positions will be discussed with the President of the BTC and the
22 representative of the workers in the affected positions to justify the
23 reduction in positions. The 151 positions shall include the BTC
24 Maintenance Assistants.

25

26 The University will continue to employ three (3) BTC bargaining
27 unit members (an electrician, a plumber and a carpenter) in
28 Facilities Management to support procurement and supply chain
29 logistics. The parties agree the employment of these bargaining
30 unit members is limited to these three (3) positions, does not
31 preclude the University from hiring non-BTC members to work in
32 facilities management procurement and this work and these
33 positions are not subject to the exclusive jurisdiction provisions of
34 Article 1 of the Agreement.

35

36 When a regular position is open and available to be refilled, the
37 University will post the vacancy within thirty (30) days and work

expeditiously to fill that position to at least maintain the agreed upon levels of each trade for the duration of this contract under the conditions set forth above.

- Electricians – 57 (including procurement position)
 - Sheet Metal – 6
 - Masons – 4
 - Painters – 7
 - Trades Assistants – 7
 - Plumbers – 51 (including procurement position)
 - Carpenters – 15 (including procurement position)
 - Maintenance Assistants - 4

SIDE LETTER
**WORKERS' COMPENSATION AND SHORT-TERM
DISABILITY LIGHT DUTY WORK ASSIGNMENTS**

The university will continue its present practice to make reasonable efforts to provide light duty work on a case-by-case basis when feasible and available.

**SIDE LETTER OF AGREEMENT
BUILDING TRADES MAINTENANCE ASSISTANT**

The University will create a new, multi-trade BTC bargaining unit Maintenance Assistant position in accordance with the following side letter "Minor Repairs Performed On Campus." The University will hire no more than fifteen (15) Maintenance Assistant positions unless the parties agree to increase that number.

**SIDE LETTER OF AGREEMENT
MINOR REPAIRS PERFORMED ON CAMPUS**

- I. Definition: For purposes of the administration of this Article, the phrase "within the exclusive jurisdiction of the BTC" shall include all maintenance work other than the specific minor repairs listed here under and other tasks that are of a nature that is less complicated and requires less skill than performance of

1 the minor repairs list in paragraph D (1) through (7) below.
2 Only BTC journeypersons and apprentices may perform work
3 within the exclusive jurisdiction of the BTC.

4
5 In order to clarify the scope of, and preserve, bargaining unit
6 work the following terms shall govern:

7
8 A)Campus Life (Residence Halls, Dining Halls, Cornell University
9 Owned Fraternities and Sororities) and Statler Hotel – Building
10 Trades Maintenance Assistants and/or UAW represented
11 Maintenance Mechanics may perform the work described
12 below. At these sites, said employees shall perform no work
13 within the exclusive jurisdiction of the BTC.

14
15 B)Sites Other Than Campus Life and Statler Hotel – Building
16 Trades Maintenance Assistants and Building Trades
17 journeypersons (as assigned by management) may perform the
18 work described below. Other than S09, S10 and S11
19 grandfathered positions listed below and agricultural research
20 workers performing minor repair work as part of their current
21 overall duties, UAW represented employees shall not be utilized
22 to perform the work described below, except on an
23 emergency/incidental basis.

24
25 The parties agree that grandfathered status is limited to and will
26 apply only to the four (4) Mechanical Shop Shift Mechanic
27 positions and the five (5) positions in the units listed below:

28 S09 Lab of Ornithology
29 S09 Dean of Students
30 S10 Botanic Gardens
31 S10 Vet – Baker Institute
32 S11 Mechanical Shop/Shift Mechanics (4 positions)

33
34 C)Building Trades Maintenance Assistants – Whether utilized in
35 Campus Life and Statler Hotel (“A” above) or any other
36 University site (“B” above), the Building Trades Maintenance

1 Assistants shall perform no work within the exclusive
2 jurisdiction of the BTC.

3
4 D)Crafts

5 1) Sheet Metal

- 6 a) Repair residential scale and style gutters;
7 b) Replace diffusers and grills without balancing dampers in
8 kind;

9 2) Painter

- 10 a) Painting limited to a 2" brush and not more than a quart of
11 paint;
12 b) Paint areas less than 1 sq. ft.;
13 c) Patch or repair a portion of drywall less than 1 sq. ft. that
14 does not require tape;

15 3) Electrician

- 16 a) Replace plug in fans limited to bathroom exhaust fans and
17 kitchen range exhaust fans;
18 b) Re-lamping;
19 c) Repair plug in cords and associated hardware in
20 equipment and appliances;
21 d) Replace covers and face plates;
22 e) Replace globes and lenses;
23 f) Reset branch circuit breakers one time only and report to
24 shop/zone as necessary, provided said employee has been
25 properly trained.

26
27 Note: All work involving the touching of conductors
28 above 100 volts except plug in cords, lamps or appliances
29 as noted above shall be performed by Building Trades'
30 journeypersons.

31 4) Carpenters

- 32 a) Lubricate door hardware;
33 b) Adjust door hardware;
34 c) Patch or repair a portion of drywall less than 1 sq. ft. that
35 does not require tape;
36 d) Replace full size ceiling tile (no cutting of the tile) if the
37 area is less than 40 sq. ft.;

- 1 e) Reattach loose cove base;
- 2 f) Repair carpet transition that is 3 lineal. ft. or less;
- 3 g) Refasten loose floor tile that is 2 sq. ft. or less;
- 4 h) Remove and or hang small items that are less than 15 lbs
(banners, clocks, pictures, small white boards, bulletin
boards);
- 5 i) Switch lock core (does not include set-up) Lock Shop will
do the set-up;
- 6 j) Replace Sargent 76 Series and Kwikset non-removable
core locksets. Lock Shop will do the set-up.

11 5) Masons

- 12 a) Repair or replace dry laid stones in pathway if 2 sq. ft. or
less;
- 13 b) Spot repair of floor or wall tiles if the area is less than 1
sq. ft. and takes 1 hour or less to repair;

14 6) Plumbers

- 15 a) Unclog drains and stoppages using a manual hand snake;
- 16 b) Operate valves to secure leaks;
- 17 c) Minor repairs to toilets, urinals, sinks, and showers, where
existing local shut-off valves hold, where the work can be
performed other than by a licensed plumber under the
applicable code and when work can be accomplished
within one hour. Minor repairs are limited to:

- 18 • Toilets – replacement of seats, and flush handle
- 19 • Urinal – hook re-set for waterless urinal
- 20 • Showers – replacement of shower head, and shower
handle
- 21 • Faucets – replacement of handle, aerator, stoppers,
and washers

22 7) Control Refrigeration

- 23 a) Reset tripped equipment once and report to appropriate
shop and or zone.

24 UAW Maintenance Mechanics and other UAW job classifications
25 can continue to do work that is not on the minor repairs list and is
26 not work within the exclusive jurisdiction of the BTC and has been
27 consistently and openly performed in the past by the UAW. The

1 BTC reserves the right to grieve any particular assignment or task
2 that it believes falls within its exclusive jurisdiction.

3 Building Trades Maintenance Assistants shall receive a wage rate
4 of \$24.79 per hour in year one of the new BTC agreement and the
5 BTC increases in year two (2) through five (5) (wage rates listed in
6 Article 10).

7
8 They shall also have the following hours of work and scheduling
9 provisions:

- 10
- 11 - Overtime – payable at one and one-half times the hourly rate
12 for all hours paid over forty (40) in workweek.
 - 13
 - 14 - Shift Differential - \$.90 per hour for employee who is
15 regularly scheduled for four or more hours between 6PM –
16 6AM (payable during the following leave times: vacation
17 (not including vacation buyout), holiday, health and personal
18 leave, bereavement leave).
 - 19
 - 20 - Emergency Call Back – employees required to return to work
21 after leaving the premises following their work shifts shall be
22 paid a minimum of four (4) hours pay. In the event that an
23 employee is called back a second time after leaving work
24 within eight (8) hours only actual hours worked during the
25 call-back shall be counted towards the calculation of
26 overtime.
 - 27
 - 28 - Hours of Work – the University reserves the right to
29 determine and /or amend daily hours of work, and weekly
30 work schedules.
 - 31
 - 32 - Changing Schedules – when feasible the department shall
33 give employees one week notice prior to weekly work
34 schedule changes or long term changes in work location.
35 Except in emergency situations no schedule shall be changed
36 for any single employee more than three times in a fiscal year
37 to avoid overtime without the employee's consent. This does

1 not apply to employees hired with the understanding that the
2 position requires a variable schedule.

- 3
- 4 - Holiday Pay – employees who are required to work on a
5 University holiday will receive pay at 1.5 times their normal
6 rate for hours actually worked on that holiday plus regular
7 pay for the balance of the hours, if any, not worked on the
8 holiday. In addition, the employee shall receive paid leave
9 time off equal to the number of hours worked on that holiday,
10 not to exceed the employees standard work day. Unused paid
11 leave time will be paid out at the end of the fiscal year. At the
12 discretion of the department after advanced discussion with
13 the employee, employees may receive holiday pay in lieu of
14 holiday paid leave time off. Only time worked in this option
15 shall be used for overtime purposes.

16

17 Enforcement:

18 For purposes of monitoring compliance with this Article, the
19 BTC shall, upon request, be provided with all service requests
20 filled by UAW maintenance mechanics.

21

22 With respect to work other than that described in D (1) – (7) above,
23 the University reserves to right to file a charge under 29 U.S.C.
24 Section 158 (b) (4) (ii) D. Upon the filing of such a charge, the
25 Union, at its option, may reopen negotiations limited to the issue of
26 the scope of bargaining unit work. The parties shall bargain in
27 good faith in an attempt to resolve their difference and if unable to
28 do so, shall submit their dispute to a mutually selected Arbitrator
29 for resolution. The Arbitrator shall apply “Baseball Arbitration”
30 principles to his/her award. The fees of the Arbitrator shall be
31 shared equally between the parties. The no-strike/no lockout
32 provisions set forth in the parties’ agreement shall continue to
33 govern all aspects of any reopened negotiations.

34

35 To the extent work is performed contrary to the Minor Repairs
36 Performed on Campus Side Letter, the BTC reserves its right to

1 grieve that work in accordance with the following expedited
2 grievance/arbitration procedure:

3
4 **Step 1**

5 Within ten (10) days of the Union learning of the performance of
6 the work by the Maintenance Mechanic(s), it shall request, in
7 writing, a meeting with the Director of Workforce Policy and
8 Labor Relations. The parties shall meet as soon as schedules
9 permit.

10

11 **Step 2**

12 If the dispute cannot be resolved at the Step 1 meeting, either party
13 may refer the matter to Arbitrator James Markowitz who shall
14 convene a hearing as soon as schedules permit. In the event
15 Arbitrator James Markowitz cannot serve, the matter will be
16 referred to another arbitrator mutually selected by the parties who
17 shall convene a hearing as soon as schedules permit.

18

19 **Step 3**

20 The issue before Arbitrator James Markowitz shall be limited to:
21 Does the performance of [work description] violate Exhibit 1 -
22 Minor Repairs Performed on Campus? If so, what shall the
23 remedy be?

24

25 **Step 4**

26 The Decision of the Arbitrator shall be final and binding and shall
27 control the assignment of work going forward.

28

29 **Step 5**

30 The costs/fees of the Arbitrator shall be paid by the University for
31 the first two such arbitrations and thereafter shall be split equally
32 by the parties.

33

34

35 **SIDE LETTER**
36 **SUBCONTRACTED JURISDICTIONAL DISPUTES**

37

1 The Union accepts as its remedies for subcontracted work giving
 2 rise to jurisdictional disputes the matrix listed below:

3

4 Subcontracted Work Jurisdiction Resolution Matrix

5

	Work By	Remedy	Example Disputes
1)	Collective Bargaining Agreement (CBA) members	BTC/union internal matter. No CU role or arbitration.	Duffield Hall & North Campus – Plumbers vs Laborers installing chilled water plastic piping.
2)	CBA members and other trades unions	BTC/union internal matter. No CU role or arbitration.	Physical Sciences – Sheet Metal Workers vs Iron Workers hanging curtain wall.
3)	Non-CBA member and non-trades unions	Not an issue for this CBA.	
4)	CBA work by non-union work	Arbitrable if CBA members claim jurisdiction.	Schoellkopf Hall - Asbestos abatement demolition done by non-union workers but is laborer work. Animal Health Diagnostic Lab – Sidewalk work done by non-union labor.

19
 20 Cornell will provide to the Union the weekly Facilities Contract
 21 Report.

22

23 **SIDE LETTER OF AGREEMENT**
 24 **LANG LETTER TO MARSH, JANUARY 7, 2010**

25

26 The letter from Jessica Lang to David Marsh, dated January 7,
 27 2010, is accepted by the union as a satisfactory explanation of the
 28 Performance Appraisal as it relates to discipline.

29

30 **SIDE LETTER OF AGREEMENT**
 31 **DRIVER'S LICENSE**

32

33 The parties acknowledge that a valid driver's license as defined by
 34 Cornell is a qualification for employment. In the event, an
 35 employee loses this qualification, Cornell will continue its practice
 36 of attempting to accommodate the employee with alternate
 37 employment where driving is not required. In the event, no

1 alternate employment is available, the employee will be terminated
2 from employment.

3

4 **SIDE LETTER OF AGREEMENT**
5 **RETIREMENT BENEFITS**

6

7 The parties agree to further discussion of the retirement benefit
8 options available to employees.

9

10 **SIDE LETTER OF AGREEMENT**
11 **CLOCK-IN/OUT PROCESS IN FM WORK RULES**

12

13 The University agrees to add to the FM (Facilities Management)
14 Work Rules the following process for employees who utilize a Cornell vehicle, rather than their personal vehicle, during their
15 workday. At the beginning of the shift, employees will park their personal vehicle, clock in and then go to the Cornell vehicle. At
16 the end of the shift, employees will park the Cornell vehicle, clock out and then go to personal vehicle.
17
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